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AGREEMENT BETWEEN

THE CITY OF HACKENSACK

AND

COUNCIL NO. 5,

NEW JERSEY CIVIL SERVICE ASSOCIATION

1979

*Bergen County*

PREAMBLE

THIS AGREEMENT entered into this 12 day of October, 1979  
by and between CITY OF HACKENSACK, New Jersey, and COUNCIL NO.5, NEW  
JERSEY CIVIL SERVICE ASSOCIATION.

It is agreed as follows:

ARTICLE I

GENERAL

1.1       The City of Hackensack, hereinafter referred to as the "City", and Council No. 5, New Jersey Civil Service Association, hereinafter referred to as the "Association", in order to increase general efficiency among City Employees, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being and sincerity of the City employees, hereby agree as follows:

1.2       The Association and its individual members are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the general public.

## ARTICLE II

### RECOGNITION

2.1       The City hereby recognizes that the Association is the sole and exclusive representative of all employees of the Department of Public Works of the City, except employees holding the position of foreman or higher, for the purposes of bargaining with respect to wages, hours of work and working conditions.

2.2       The City, in accordance with applicable State statutes and regulations, if any, shall deduct the dues of the Association and remit the sum so-deducted to the Treasurer or Financial Secretary of the Association.

### ARTICLE III

#### PERFORMANCE OF HIGHER DUTIES

3.1 Whenever an employee is appointed to the duties of a higher rated position on a provisional basis, subject to a Civil Service examination, such an employee shall be paid the higher rate of pay during the period of time he holds the new position.

## ARTICLE IV

### WAGES, LONGEVITY, CLOTHING ALLOWANCE, EDUCATION

#### SANITATION WORKING HOURS

#### 4.1 WAGES:

A) Effective January 1, 1979, through December 31, 1979, all employees covered by this Contract shall receive a wage increase of \$900.00 over their base salary for the year 1978.

B) A pro rata salary increase, based upon months of service, shall be granted to employees hired during the preceding calendar year.

#### 4.2 LONGEVITY:

In addition to the salary ranges indicated, each employee will receive longevity pay of one percent (1%) for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30, or September 30, in order to receive the added one percent (1%) longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on

official leave of absence due to military duty, will not be considered in determining the length of service.

4.3 CLOTHING ALLOWANCE:

The City will provide work clothes for the members of the Association. The City will pay to each mechanic the sum of \$100.00 per year for tools and equipment replacements and for the wear and tear of the mechanics' tools. Said payment shall be made during the last period of each year. In those cases where service is for less than a full calendar year, he shall receive only a pro rata amount for his tool allowance.

4.4 EDUCATION:

Education allowances for job related courses shall be permitted in any approved college, university or high school. For those employees taking high school courses, such courses shall be taken at Hackensack High School. Payment of tuition shall be made to the student upon successful completion of the course. Tuition payment shall be equivalent to the tuition charged by a community college.

ARTICLE V

INJURY LEAVE

5.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for one (1) year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Insurance Carrier shall be credited toward the full pay set forth above.

The City shall pay hospital, medical and surgical expenses incurred by any member of the Association who is injured in the performance of his duties. Any employee with fifteen (15) or more years service with the City and who is retired on disability with the Public Employees Retirement System shall receive full hospitalization and medical coverage. Their premiums will be paid by the City.



## ARTICLE VI

### SICK LEAVE

6.1 Sick leave shall be fifteen (15) days per year accumulative as covered under Civil Service Rules and Regulations, and subject to State statutes.

6.2 When an employee does not report for duty for a period of greater than three (3) days or totaling more than ten (10) days in one (1) calendar year because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor, if requested, a certificate, signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job. In case the absence is due to a contagious disease, a certificate from the Department of Health shall be required. If requested, the employee shall submit to an examination by a physician appointed by the City to substantiate such illness.

6.3 In order to receive compensation while absent on sick leave, the employee shall notify his supervisor within one (1) hour after the time set for him to begin his daily schedule. An employee who is absent for five (5) consecutive days or more and does not notify his department head or some other responsible

representative of the City on any of the first five (5) days will be subject to dismissal in accordance with the Civil Service rules.

6.4 Each employee shall be entitled to one hundred percent (100%) of his or her unused sick leave if they retire after twenty-five (25) years of service, except in the case of disability retirement wherein a minimum number of years of service shall not be required.

6.5 In the event an employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave benefit.

ARTICLE VII

HOSPITALIZATION

7.1 The City shall provide hospitalization insurance coverage, major medical insurance coverage with a Rider "J" endorsement with total coverage at least equal to the coverage in effect during the year 1975 for employees covered by this Contract.

7.2 The City will pay for hospitalization insurance coverage for all Association retirees to commence at age fifty-seven (57) until such time as the employee becomes eligible for Medicare. (Members retired previous to January 1, 1969, not to be included in this coverage).

7.3 The City shall repair eyeglasses when eyeglasses are damaged or broken in the course of employment for members of the Association.

7.4 If any employee group in the City of Hackensack negotiates a change in regard to hospitalization, the Association members shall receive the same benefits as those given to any other group employed by the City, provided such benefits are at least equal to the benefits received by the employees subject to this contract during the year 1975.

ARTICLE VIII

DEATH LEAVE

8.1 In the event of a death occurring in the immediate family of a member of the Association, that member shall be granted three (3) calendar days off, without loss of pay, or loss of any of his accumulated sick leave.

Immediate family shall be defined to include wife, children, mother, father, brother, sister or grandparents of the employee.

## ARTICLE IX

### GRIEVANCE AND ARBITRATION PROCEDURE

A. A "grievance shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

B. A grievance must be initiated by the employee within ten (10) working days from the time the employee knew or should have known of its occurrence.

C. Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the Association to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

#### STEP ONE:-

The grievance shall be discussed by the employee involved and the Association representative with the immediate supervisor

designated by the City. The answer by the said supervisor shall be in writing and shall be rendered to the Association within three (3) days of the close of the said discussion.

STEP TWO:-

If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the Association and submitted to the Superintendent, or any person designated by him, and the answer to such grievance/shall be in writing and shall be rendered to the Association and the individual employee within five (5) days of submission.

STEP THREE:-

If the grievance is not settled at Step Two, the Association shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee and the Association within seven (7) days of submission.

STEP FOUR:-

If the grievance is not settled at Step Three, the individual employee or the Association shall have the right within five (5) working days of receipt of the answer at Step Three to pursue

all legal remedies afforded by the provisions of the Civil Service Act and/or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs but the costs of the arbitrator shall be borne by the successful party.

E. WORK STOPPAGES:- Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities, so long as these procedures have not been violated.

F. Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by any governmental agency.

ARTICLE X

STANDBY

11.1 All employees on official standby shall be paid a sum of \$2.50 per day regardless of whether or not they are called upon to perform their duties.



## ARTICLE XI

### VACATIONS

12.1 All employees shall be granted vacation leave based upon the following from date of hire:

<u>YEARS OF SERVICE BY 12/31</u>	<u>VACATION DAYS EARNED</u>
First Year	1 day per full month
1 Year	12 work days
3 Years	13 work days
5 Years	14 work days
10 Years	16 work days
15 Years	18 work days
20 Years	21 work days
25 Years	23 work days
30 Years	26 work days

Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be taken after January 1, of the next year.

12.2 All employees working on a forty-eight (48) hour week will receive two (2) additional vacation days.

ARTICLE XII

PAID HOLIDAYS/PERSONAL DAY

13.1        The following days are recognized as paid holidays whether or not worked:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Election Day/General/November  
Christmas Day

If any holidays fall on a Sunday, the Monday after shall be considered and recognized as the holiday for the purposes of this Agreement.

13.2        Effective January 1, 1979, and each subsequent January 1, one (1) personal day off with pay shall be granted to all employees covered by this Contract to be used within that calendar year.

This personal day shall be requested, in writing, 72 hours in advance and approved by the employee's department head.

This day shall not be used before or after a scheduled vacation period or a legal holiday as defined in this Contract.

A new employee must have a minimum of six (6) months service credit within the calendar year before he/she is eligible for this benefit for the same calendar year.

Temporary employees and part-time employees are not eligible for this benefit.

ARTICLE XIII

OVERTIME PROVISIONS

14.1 Each employee shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) for all work performed in excess of forty (40) hours per week. Employees required to work on Saturday shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ). Employees required to work on Sunday shall be paid at the rate of double time. Employees required to work on a holiday shall be paid at the rate of double time and one-half ( $2\frac{1}{2}$ ).

ARTICLE XIV

SAFETY

15.1 A member of the Association shall be appointed as a member of the Safety Committee of the City of Hackensack. The Association will submit five (5) names to the City Manager. The City Manager will then select one of the five to serve on the Safety Committee.

ARTICLE XV

MEMBERSHIP MEETINGS

16.1       The City shall allow the Association one (1) hour of paid time per month for the conduct of membership meetings of the Association. Such meeting will be held after 3:00 p.m. and the Association will give to the Director of Public Works five (5) days notice of such a meeting.

ARTICLE XVI

EMERGENCY LUNCH PAYMENT

17.1       The City shall pay to each employee the sum of \$2.50 to be used as lunch money when that employee is called back to work any time after his normal work day.

          The City shall pay to each employee the sum of \$2.50 to use as lunch money when that employee is asked and works not less than 2 hours after his normal work day.

          A second lunch payment shall be made at the end of the second full shift in the event that an employee is required to work two full shifts in any normal work day.

17.2       For the purpose of this Contract an emergency shall be defined as an unforeseen combination of circumstances which calls for immediate action.

## ARTICLE XVII

### MANAGEMENT RIGHTS

1. The Association recognizes that the City may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the City.

2. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and rules and regulations of the New Jersey Civil Service Commission and the Public Employment Relations Commission to do the following:

- i. to direct employees of the City;
- ii. to hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees;
- iii. to make work assignments, work and shift schedules including overtime assignments;
- iv. to relieve employees from duties because of lack of work or other legitimate reasons;
- v. to maintain the efficiency of the City operations entrusted to it;
- vi. to determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE XVIII

DURATION

18.1 This collective bargaining agreement shall be effective for the period from January 1, 1979, through December 31, 1979.

18.2 This agreement contains the entire understanding of the parties and is full and final settlement of all wage and economic demands raised by the Association in the course of the negotiations. It may be modified or amended only by written supplement thereto executed by the parties hereto.



ARTICLE XIX

CONFLICT WITH STATUTORY REQUIREMENTS

10.1 Any provisions of this Agreement in conflict with any statute or regulation of any State commission or authority, including but not limited to the Civil Service Commission and the Public Employment Relations Commission, shall be deemed null and void.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF HACKENSACK

Carmell Carlick  
Deputy MAYOR

ATTEST:

Kristin L. Baker  
CITY CLERK

Joseph J. Squillace  
CITY MANAGER

COUNCIL NO. 5, N.J.C.S.A.

WITNESS:

Thomas A. Hylle

Agnita Hastings

Richard J. Foley

John Scarpeschi

Harold Martin

Paddy Maynard